

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF ESPAÑOLA AND THE COUNTY OF RIO ARRIBA
TO PROVIDE FOR ACQUISITION AND USE BY
RIO ARRIBA COUNTY OF CERTAIN
FUNDS EARMARKED FOR THE CITY OF ESPAÑOLA MUNICIPAL COURT**

THIS JOINT POWERS AGREEMENT is made and entered into by and between the City of Española (the "City") and the County of Rio Arriba (the "County"), each of which is a political subdivision/local governmental entity in New Mexico, together hereinafter referred to as the "Parties."

WHEREAS, the City seeks the concurrence and support of the County for the following services grant:

- City Municipal Court Teen Substance Abuse Program (Juvenile Fund Grant Program);

WHEREAS, the Parties wish to enter into this Joint Powers Agreement ("JPA") to memorialize their understanding as set forth herein regarding the conditions of and responsibilities for the Juvenile Fund Grant Program and to provide support for funding of the Program by the State, as provided herein; and

WHEREAS, the Parties are empowered pursuant to the Joint Powers Agreements Act, Section 11-1-1 *et seq.*, NMSA 1978, to enter into this Agreement and request consideration and approval of the New Mexico Department of Finance and Administration (DFA).

NOW, THEREFORE, in consideration of the above recitals and their mutual obligations as set forth herein, the Parties hereby agree as follows:

1. **Purpose:** This JPA sets forth the general terms and conditions under which the County will support the City's efforts to seek State appropriations or other funding, as follows:

DFA Local Government Division

2014 Award

\$14,500

2. **County Obligations:** The County understands and agrees that the City will approve the County proceeding with administration of the projects only if all of the following conditions are met:

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DFA
OFFICE OF THE SECRETARY

- (a) All contracts for services, goods, materials and supplies procured by the City will be entered into by the County as the contracting government entity.
- (b) Submit to DFA for approval and payment of all pay requests forwarded to the County by the City.

3. City Obligations. Provided all conditions stated in Section 2 above are met, the City agrees:

- (a) To assure that the Program meet all requirements and is carried out pursuant to the terms and conditions of the grant.
- (b) To secure all necessary approvals of funding sources and applicable regulatory authorities.
- (c) To be responsible for and assume complete responsibility for project management.
- (d) Assume complete responsibility for procurement of all services as well as goods, materials and supplies.
- (e) To support the County's formal efforts to seek Federal, State or other donations or appropriations for the Program as may be reasonably available.
- (f) To fully and completely cooperate in the County's obtaining any approvals needed to implement the Program and the purposes of this JPA after requisite appropriations are secured.

4. Payment for Services. The City of Espanola shall pay to Rio Arriba County a sum equal to 4% of the gross amount of the funds received from the state of New Mexico for expenditure pursuant to this JPA:

- (a) The City of Espanola shall not pay the administrative fee from grant funds received from the state of New Mexico for the Program. Rio Arriba County shall not deduct the administrative fee from the grant funds received from the state of New Mexico.

5. Fund Flows/Ownership.

- (a) On receipt of funds by the County, the County will promptly pay vendors bills approved by the City.

- (b) Upon full payment, the City will be deemed the owner of the product of all services, goods, and materials and will enter same into its inventory.

6. **Further Agreements.** The parties agree to execute whatever further agreements that may be necessary to implement the specific provisions of this JPA.

7. **Effective Date and Term.** This JPA shall be effective upon its approval by the Secretary of the Department of Finance and Administration following execution by each of the Parties. The term of this JPA shall be from the effective date until the completion and final acceptance of the Projects by the City with any required concurrence of the funding sources.

8. **Liability.** Neither Party shall be responsible for liability of any nature whatsoever incurred as a result of the other Party's acts or omissions in connection with this JPA or the Project. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 *et seq.*, NMSA 1978, as amended and supplemented.

9. **Formal Statutory Requirements.** This JPA does not contemplate, and the Parties do not intend, that there shall be any receipt or disbursement of funds or any disposition, division or distribution of property as between the Parties in connection with this JPA. The following provisions of this Paragraph 9 are included solely to comply with the formal requirements of Section 11-1-4, NMSA 1978:

- a. There shall be strict accountability of all receipts and disbursements made by the Parties in connection with this JPA.
- b. Any property acquired in connection with this JPA, upon final acceptance of the Project, shall be the City's.
- c. Upon final acceptance of the Project, any surplus money on hand shall be distributed to the Parties in proportion to the contributions made by the Parties.

10. **Integration and Amendment.** This JPA incorporates all agreements, covenants and understandings of the Parties concerning the subject matter hereof and such provisions are merged into this JPA. This JPA shall not be altered, changed or amended except by an instrument in writing executed by the Parties and approved by the Secretary of the Department of Finance and Administration of the State.

11. **Governing Law.** This JPA is entered into in the State of New Mexico and shall be construed and interpreted in accordance with the laws of the State of New Mexico.

12. **Notices.** Any notices or documents required under this JPA shall be mailed or delivered to the parties at the following addresses:

To the City:

City of Española
Attn.: City Manager
405 N. Paseo de Oñate
Española, New Mexico 87532


To the County:

County of Rio Arriba
Attn.: County Manager
1122 Industrial Park Road
Española, New Mexico 87532


Either Party, by notice given hereunder, may designate any further or different addresses to which subsequent notices or documents shall be mailed or delivered.

IN WITNESS WHEREOF, the parties have executed this Joint Powers Agreement to become effective as of the date approved by the Secretary of the New Mexico Department of Finance and Administration.

THE CITY OF ESPAÑOLA


Alice Lucero
Mayor

APPROVED AS TO FORM:


Frank R. Coppler
City Attorney

COUNTY OF RIO ARRIBA

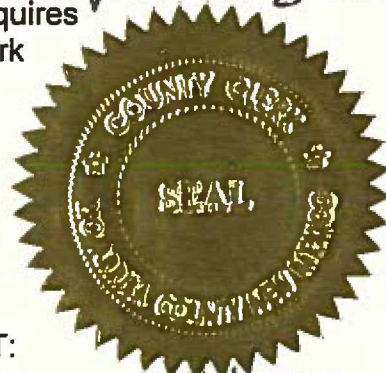

Barney Trujillo
Chairman of the Board
of County Commissioners

APPROVED AS TO FORM:



Ted Trujillo
County Attorney

ATTEST:

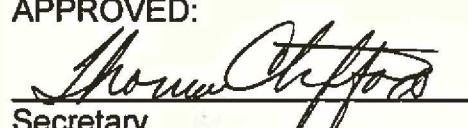

Anna Squires
City Clerk



ATTEST:


Moises A. Morales, Jr.
County Clerk

APPROVED:


Secretary
Department of Finance & Administration
State of New Mexico
Room 180, Bataan Memorial Building
Santa Fe, New Mexico 87501

Date: 4/24/15



